

# **EXHIBIT A**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

MARAT GOKHBERG, YURY GOKHBERG,  
DAVID JAFFE, SUREKHA BASSI, AND MARC  
FRANCHI,

PLAINTIFFS,

V.

THE PNC FINANCIAL SERVICES GROUP, INC.  
AND PNC BANK, N.A.,

DEFENDANTS.

**Case No.: 1:15-cv-06001-LTS**

**Document Filed Electronically**

**DECLARATION OF LENETTE SEIBEL**

My name is Lenette Seibel, and I am over 18 years of age and fully competent to make this declaration. I give this declaration of my own free will and all of the statements contained are true and correct based upon my personal knowledge, and if called as a witness, I could and would competently testify to them.

1. I am employed with PNC Bank, National Association ("PNC") as a Senior Employee Relations Investigator in Pittsburgh, Pennsylvania. I have worked in this position since June 2009.

2. Based on my job duties, I have access to information regarding the employment of all Mortgage Loan Officers ("MLOs") employed by PNC within the past three years. MLOs work in a number of different locations nationwide and are responsible for originating mortgage loans.

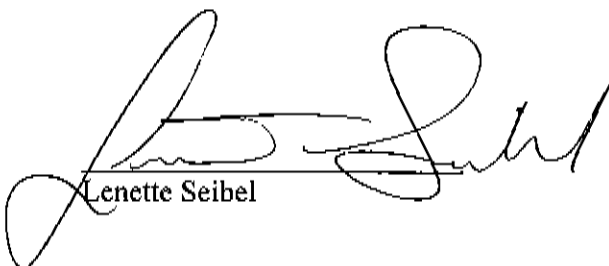
3. Many MLOs work in offices located outside of PNC Bank's retail branch footprint.

4. Based on my review of the personnel files of Marat Gokhberg, Yury Gokhberg, David Jaffe, Surekha Bassi, and Marc Franchi, I have determined that all of these individuals received a Non-Solicitation/No-Hire/Confidentiality agreement as part of their initial employment packets. Attached as Exhibit 1 are true and correct copies of the Non-Solicitation/No-Hire/Confidentiality agreements these individuals received.

5. Over the last three years, PNC has employed approximately 2,300 MLOs. Of that total, approximately 1,350 MLOs have worked in Alabama, California, Illinois, Indiana, Kansas, Kentucky, Michigan, Missouri, Montana, Ohio, Oregon, Tennessee, Wisconsin, Washington, West Virginia, Texas, and Western Pennsylvania in locations that are closer to Pittsburgh than New York. In contrast, approximately 470 have worked in Connecticut, Washington, D.C., Delaware, Massachusetts, Maryland, New Hampshire, New Jersey, New York, and Eastern Pennsylvania in locations that are closer to New York than Pittsburgh. The remaining MLOs from the past three years worked in locations where New York and Pittsburgh are roughly the same distance away.

6. I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that all of the forgoing statements are true and correct.

Executed this 23rd day of September, 2015.



Lenette Seibel

# **EXHIBIT 1**

**Non-Solicitation/No-Hire/Confidentiality Agreement**

This Non-Solicitation/No-Hire/Confidentiality Agreement ("Agreement") is between you (Surekha Bassi) and PNC (as used herein, "PNC" refers to The PNC Financial Services Group, Inc, its parents, subsidiaries and other affiliates, and each of their successors and assigns).

In consideration of your employment by PNC, you agree to the following.

1. **Non-Solicitation; No-Hire.** During the period of your employment with PNC, and for twelve months thereafter, you will not:
  - (a) directly or indirectly, either for your own benefit or purpose or for the benefit or purpose of any person or entity other than PNC, solicit, call on, actively interfere with PNC's relationship with, or attempt to divert or entice away, any person or entity which you should reasonably know (i) is a customer of PNC Mortgage (as used herein, referring to the PNC Mortgage division of PNC and PNC Partnership Solutions, Inc., as well as their affiliates and each entity with which either of them has had a strategic partnership during the twelve months preceding your separation from employment, both individually and severally) or is a person or entity for which PNC Mortgage provides any services, (ii) was a customer of PNC Mortgage or is a person or entity for which PNC Mortgage provided any services at any time during the twelve months preceding your separation from employment with PNC, or (iii) was, as of your separation from employment, considering retention of PNC Mortgage to provide any services; or, (b) directly or indirectly, either for your own benefit or purpose or for the benefit or purpose of any person or entity other than PNC, employ or offer to employ, call on, or actively interfere with PNC's relationship with, or attempt to divert or entice away, any employee of PNC, nor shall you assist any other person or entity in such activities.
2. **Confidentiality.** During your employment by PNC, and thereafter regardless of the reason for separation from employment, you will not disclose or use in any way any confidential business or technical information or trade secret acquired in the course of such employment, all of which are the exclusive and valuable property of PNC whether or not conceived of or prepared by you, other than (i) information generally known in the PNC industry, (ii) as required in the course of such employment, (iii) as required by any court, supervisory authority, administrative agency or applicable law, or (iv) with the prior written consent of the PNC.
3. **Governing Law; Jurisdiction.** This Agreement is governed by and construed under the laws of the Commonwealth of Pennsylvania, without regard to conflict of laws rules. Any dispute or claim arising out of or relating to the Agreement or claim of breach hereof shall be brought exclusively in the federal court for the Western District of Pennsylvania or in the Court of Common Pleas of Allegheny County, Pennsylvania. By execution of this Agreement, you and PNC consent to the exclusive jurisdiction of such courts, and waive any right

to challenge jurisdiction or venue in such courts with regard to any suit, action, or proceeding under or in connection with this Agreement.

4. **Equitable Remedies.** A breach of Section 1 or 2 of this Agreement will cause PNC irreparable harm, and PNC will therefore be entitled to issuance of injunctive relief restraining you, and each and every person and entity acting in concert or participating with you, from initiation and/or continuation of such breach.
5. **Tolling Period.** If it becomes necessary or desirable for PNC to seek compliance with the provisions of Section 1 or 2 of this Agreement by way of legal proceedings, the period during which you shall be required to comply with said provisions shall extend for a period of twelve (12) months from the date of the legal order requiring such compliance.
6. **No Waiver.** Failure of PNC to demand strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any such term, covenant or condition on any occasion or on multiple occasions be deemed a waiver or relinquishment of such term, covenant or condition.
7. **Severability.** The restrictions and obligations imposed by Sections 1 and 2 of this Agreement are separate and severable, and it is the intent of you and PNC that if any restriction or obligation imposed by any of these provisions is deemed by a court of competent jurisdiction to be void for any reason whatsoever, the remaining provisions, restrictions and obligations shall remain valid and binding upon you.
8. **Reform.** In the event any of restrictions set forth in Section 1 or 2 of this Agreement are determined by a court of competent jurisdiction to be unenforceable because unreasonable either as to length of time or area to which such restriction applies, it is the intent of you and PNC that said court reduce and reform the provisions thereof so as to apply the greatest limitation considered enforceable by the court.
9. **Waiver of Jury Trial.** You and PNC hereby waive any right to trial by jury with regard to any suit, action or proceeding under or in connection with this Agreement.

You and PNC have signed and dated this Agreement below, intending to be legally bound hereby.

For PNC

By:

Anthony Canonico

Surekha Bassi

Dated:

Dated:

DOH  
8/16/10

**Non-Solicitation/No-Hire/Confidentiality Agreement**

This Non-Solicitation/No-Hire/Confidentiality Agreement ("Agreement") is between you (Marc Franchi) and PNC (as used herein, "PNC" refers to The PNC Financial Services Group, Inc, its parents, subsidiaries and other affiliates, and each of their successors and assigns).

In consideration of your employment by PNC, you agree to the following.

1. **Non-Solicitation; No-Hire.** During the period of your employment with PNC, and for twelve months thereafter, you will not:
  - (a) directly or indirectly, either for your own benefit or purpose or for the benefit or purpose of any person or entity other than PNC, solicit, call on, actively interfere with PNC's relationship with, or attempt to divert or entice away, any person or entity which you should reasonably know (i) is a customer of PNC Mortgage (as used herein, referring to the PNC Mortgage division of PNC and PNC Partnership Solutions, Inc., as well as their affiliates and each entity with which either of them has had a strategic partnership during the twelve months preceding your separation from employment, both individually and severally) or is a person or entity for which PNC Mortgage provides any services, (ii) was a customer of PNC Mortgage or is a person or entity for which PNC Mortgage provided any services at any time during the twelve months preceding your separation from employment with PNC, or (iii) was, as of your separation from employment, considering retention of PNC Mortgage to provide any services; or, (b) directly or indirectly, either for your own benefit or purpose or for the benefit or purpose of any person or entity other than PNC, employ or offer to employ, call on, or actively interfere with PNC's relationship with, or attempt to divert or entice away, any employee of PNC, nor shall you assist any other person or entity in such activities.
2. **Confidentiality.** During your employment by PNC, and thereafter regardless of the reason for separation from employment, you will not disclose or use in any way any confidential business or technical information or trade secret acquired in the course of such employment, all of which are the exclusive and valuable property of PNC whether or not conceived of or prepared by you, other than (i) information generally known in the PNC industry, (ii) as required in the course of such employment, (iii) as required by any court, supervisory authority, administrative agency or applicable law, or (iv) with the prior written consent of the PNC.
3. **Governing Law; Jurisdiction.** This Agreement is governed by and construed under the laws of the Commonwealth of Pennsylvania, without regard to conflict of laws rules. Any dispute or claim arising out of or relating to the Agreement or claim of breach hereof shall be brought exclusively in the federal court for the Western District of Pennsylvania or in the Court of Common Pleas of Allegheny County, Pennsylvania. By execution of this Agreement, you and PNC consent to the exclusive jurisdiction of such courts, and waive any right to challenge jurisdiction or venue in such courts with regard to any suit, action, or proceeding under or in connection with this Agreement.

4. **Equitable Remedies.** A breach of Section 1 or 2 of this Agreement will cause PNC irreparable harm, and PNC will therefore be entitled to issuance of injunctive relief restraining you, and each and every person and entity acting in concert or participating with you, from initiation and/or continuation of such breach.
5. **Tolling Period.** If it becomes necessary or desirable for PNC to seek compliance with the provisions of Section 1 or 2 of this Agreement by way of legal proceedings, the period during which you shall be required to comply with said provisions shall extend for a period of twelve (12) months from the date of the legal order requiring such compliance.
6. **No Waiver.** Failure of PNC to demand strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any such term, covenant or condition on any occasion or on multiple occasions be deemed a waiver or relinquishment of such term, covenant or condition.
7. **Severability.** The restrictions and obligations imposed by Sections 1 and 2 of this Agreement are separate and severable, and it is the intent of you and PNC that if any restriction or obligation imposed by any of these provisions is deemed by a court of competent jurisdiction to be void for any reason whatsoever, the remaining provisions, restrictions and obligations shall remain valid and binding upon you.
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9. **Waiver of Jury Trial.** You and PNC hereby waive any right to trial by jury with regard to any suit, action or proceeding under or in connection with this Agreement.

You and PNC have signed and dated this Agreement below, intending to be legally bound hereby.

For PNC

By: 

Peter Perticone

Marc Franchi

Dated: 7/28/14

Dated: 7/28/14



**Non-Solicitation/No-Hire/Confidentiality Agreement**

This Non-Solicitation/No-Hire/Confidentiality Agreement ("Agreement") is between you (Yury Gokhber) and PNC (as used herein, "PNC" refers to The PNC Financial Services Group, Inc, its parents, subsidiaries and other affiliates, and each of their successors and assigns).

In consideration of your employment by PNC, you agree to the following.

1. **Non-Solicitation; No-Hire.** During the period of your employment with PNC, and for twelve months thereafter, you will not:
  - (a) directly or indirectly, either for your own benefit or purpose or for the benefit or purpose of any person or entity other than PNC, solicit, call on, actively interfere with PNC's relationship with, or attempt to divert or entice away, any person or entity which you should reasonably know (i) is a customer of PNC Mortgage (as used herein, referring to the PNC Mortgage division of PNC and PNC Partnership Solutions, Inc., as well as their affiliates and each entity with which either of them has had a strategic partnership during the twelve months preceding your separation from employment, both individually and severally) or is a person or entity for which PNC Mortgage provides any services, (ii) was a customer of PNC Mortgage or is a person or entity for which PNC Mortgage provided any services at any time during the twelve months preceding your separation from employment with PNC, or (iii) was, as of your separation from employment, considering retention of PNC Mortgage to provide any services; or, (b) directly or indirectly, either for your own benefit or purpose or for the benefit or purpose of any person or entity other than PNC, employ or offer to employ, call on, or actively interfere with PNC's relationship with, or attempt to divert or entice away, any employee of PNC, nor shall you assist any other person or entity in such activities.
2. **Confidentiality.** During your employment by PNC, and thereafter regardless of the reason for separation from employment, you will not disclose or use in any way any confidential business or technical information or trade secret acquired in the course of such employment, all of which are the exclusive and valuable property of PNC whether or not conceived of or prepared by you, other than (i) information generally known in the PNC industry, (ii) as required in the course of such employment, (iii) as required by any court, supervisory authority, administrative agency or applicable law, or (iv) with the prior written consent of the PNC.
3. **Governing Law; Jurisdiction.** This Agreement is governed by and construed under the laws of the Commonwealth of Pennsylvania, without regard to conflict of laws rules. Any dispute or claim arising out of or relating to the Agreement or claim of breach hereof shall be brought exclusively in the federal court for the Western District of Pennsylvania or in the Court of Common Pleas of Allegheny County, Pennsylvania. By execution of this Agreement, you and PNC consent to the exclusive jurisdiction of such courts, and waive any right

to challenge jurisdiction or venue in such courts with regard to any suit, action, or proceeding under or in connection with this Agreement.

4. **Equitable Remedies.** A breach of Section 1 or 2 of this Agreement will cause PNC irreparable harm, and PNC will therefore be entitled to issuance of injunctive relief restraining you, and each and every person and entity acting in concert or participating with you, from initiation and/or continuation of such breach.
5. **Tolling Period.** If it becomes necessary or desirable for PNC to seek compliance with the provisions of Section 1 or 2 of this Agreement by way of legal proceedings, the period during which you shall be required to comply with said provisions shall extend for a period of twelve (12) months from the date of the legal order requiring such compliance.
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9. **Waiver of Jury Trial.** You and PNC hereby waive any right to trial by jury with regard to any suit, action or proceeding under or in connection with this Agreement.

You and PNC have signed and dated this Agreement below, intending to be legally bound hereby.

For PNC

By:

Anthony Canonico

Yury Gokhberg

Dated:

Dated:

**Non-Solicitation/No-Hire/Confidentiality Agreement**

This Non-Solicitation/No-Hire/Confidentiality Agreement ("Agreement") is between you (Marat Gokhberg) and PNC (as used herein, "PNC" refers to The PNC Financial Services Group, Inc, its parents, subsidiaries and other affiliates, and each of their successors and assigns).

In consideration of your employment by PNC, you agree to the following.

1. **Non-Solicitation; No-Hire.** During the period of your employment with PNC, and for twelve months thereafter, you will not:
  - (a) directly or indirectly, either for your own benefit or purpose or for the benefit or purpose of any person or entity other than PNC, solicit, call on, actively interfere with PNC's relationship with, or attempt to divert or entice away, any person or entity which you should reasonably know (i) is a customer of PNC Mortgage (as used herein, referring to the PNC Mortgage division of PNC and PNC Partnership Solutions, Inc., as well as their affiliates and each entity with which either of them has had a strategic partnership during the twelve months preceding your separation from employment, both individually and severally) or is a person or entity for which PNC Mortgage provides any services, (ii) was a customer of PNC Mortgage or is a person or entity for which PNC Mortgage provided any services at any time during the twelve months preceding your separation from employment with PNC, or (iii) was, as of your separation from employment, considering retention of PNC Mortgage to provide any services; or, (b) directly or indirectly, either for your own benefit or purpose or for the benefit or purpose of any person or entity other than PNC, employ or offer to employ, call on, or actively interfere with PNC's relationship with, or attempt to divert or entice away, any employee of PNC, nor shall you assist any other person or entity in such activities.
2. **Confidentiality.** During your employment by PNC, and thereafter regardless of the reason for separation from employment, you will not disclose or use in any way any confidential business or technical information or trade secret acquired in the course of such employment, all of which are the exclusive and valuable property of PNC whether or not conceived of or prepared by you, other than (i) information generally known in the PNC industry, (ii) as required in the course of such employment, (iii) as required by any court, supervisory authority, administrative agency or applicable law, or (iv) with the prior written consent of the PNC.
3. **Governing Law; Jurisdiction.** This Agreement is governed by and construed under the laws of the Commonwealth of Pennsylvania, without regard to conflict of laws rules. Any dispute or claim arising out of or relating to the Agreement or claim of breach hereof shall be brought exclusively in the federal court for the Western District of Pennsylvania or in the Court of Common Pleas of Allegheny County, Pennsylvania. By execution of this Agreement, you and PNC consent to the exclusive jurisdiction of such courts, and waive any right

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You and PNC have signed and dated this Agreement below, intending to be legally bound hereby.

For PNC

By: \_\_\_\_\_

Anthony Canonico

\_\_\_\_\_

Marat Gokhberg

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Non-Solicitation/No-Hire/Confidentiality Agreement**

This Non-Solicitation/No-Hire/Confidentiality Agreement ("Agreement") is between you (David Jaffe) and PNC (as used herein, "PNC" refers to The PNC Financial Services Group, Inc, its parents, subsidiaries and other affiliates, and each of their successors and assigns).

In consideration of your employment by PNC, you agree to the following.

1. **Non-Solicitation; No-Hire.** During the period of your employment with PNC, and for twelve months thereafter, you will not:
  - (a) directly or indirectly, either for your own benefit or purpose or for the benefit or purpose of any person or entity other than PNC, solicit, call on, actively interfere with PNC's relationship with, or attempt to divert or entice away, any person or entity which you should reasonably know (i) is a customer of PNC Mortgage (as used herein, referring to the PNC Mortgage division of PNC and PNC Partnership Solutions, Inc., as well as their affiliates and each entity with which either of them has had a strategic partnership during the twelve months preceding your separation from employment, both individually and severally) or is a person or entity for which PNC Mortgage provides any services, (ii) was a customer of PNC Mortgage or is a person or entity for which PNC Mortgage provided any services at any time during the twelve months preceding your separation from employment with PNC, or (iii) was, as of your separation from employment, considering retention of PNC Mortgage to provide any services; or, (b) directly or indirectly, either for your own benefit or purpose or for the benefit or purpose of any person or entity other than PNC, employ or offer to employ, call on, or actively interfere with PNC's relationship with, or attempt to divert or entice away, any employee of PNC, nor shall you assist any other person or entity in such activities.
2. **Confidentiality.** During your employment by PNC, and thereafter regardless of the reason for separation from employment, you will not disclose or use in any way any confidential business or technical information or trade secret acquired in the course of such employment, all of which are the exclusive and valuable property of PNC whether or not conceived of or prepared by you, other than (i) information generally known in the PNC industry, (ii) as required in the course of such employment, (iii) as required by any court, supervisory authority, administrative agency or applicable law, or (iv) with the prior written consent of the PNC.
3. **Governing Law; Jurisdiction.** This Agreement is governed by and construed under the laws of the Commonwealth of Pennsylvania, without regard to conflict of laws rules. Any dispute or claim arising out of or relating to the Agreement or claim of breach hereof shall be brought exclusively in the federal court for the Western District of Pennsylvania or in the Court of Common Pleas of Allegheny County, Pennsylvania. By execution of this Agreement, you and PNC consent to the exclusive jurisdiction of such courts, and waive any right

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9. **Waiver of Jury Trial.** You and PNC hereby waive any right to trial by jury with regard to any suit, action or proceeding under or in connection with this Agreement.

You and PNC have signed and dated this Agreement below, intending to be legally bound hereby.

For PNC

By: \_\_\_\_\_  
Anthony Canonico

Dated: \_\_\_\_\_

\_\_\_\_\_  
David Jaffe

Dated: \_\_\_\_\_